

(323) 881-2401

February 6, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NUMBER TWO TO THE AGREEMENT FOR SERVICES
BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF COVINA
(5th DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING
BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

Approve and instruct the Chairman to sign Amendment Number Two to the Agreement for Services By and Between the Consolidated Fire Protection District of Los Angeles County and the City of Covina (Agreement for Services) which implements two paramedic assessment engines and a paramedic assessment quint within the City, and modifies the fire station maintenance provisions of the Agreement for Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

On November 6, 1997, your Honorable Board adopted an Agreement for Services between the Consolidated Fire Protection (District) and the City of Covina (City) (Agreement No. 71083). Pursuant to Schedule 1 to the Agreement, the City is staffed with Engine Companies 152 and 154, Quint 153 (combination ladder truck/pumper), and a paramedic squad. At the request of the City of Covina, the District has agreed to modify the staffing level within the City by instituting two paramedic assessment engines and a paramedic assessment quint in place of the two engine companies and the quint currently assigned there. These additional resources will be funded by the City.

In addition, the Agreement for Services contains a fire station maintenance policy, which the District has modified subsequent to the approval of the agreement with the City. Under the provisions of the Agreement for Services, the District is responsible for \$20,000 in maintenance and repair costs per year for each of the three City fire stations for the duration of the contract. The modified maintenance policy increases the District's annual fire station maintenance allowance to \$25,000 per station for the first year of annexation, increasing by five percent per year, compounded, through the fifth year of annexation. Commencing the sixth year of annexation the District assumes all fire station maintenance costs. Since we are currently in the fifth year of the Agreement with the City, the City will be responsible for any maintenance and repair costs in excess of \$30,388 per City fire station and beginning Fiscal Year 2003-04, the District shall assume all fire station maintenance costs.

As a result of the change in policy, the District has offered and the City has agreed to amend the provisions of the Agreement for Services regarding fire station maintenance in line with the new policy. This Amendment enables the District to be equitable with all of our annexed cities.

FISCAL IMPACT/FINANCING:

Based on estimated Fiscal Year 2002-03 costs, had the program been in place the entire fiscal year, the cost would have been \$125,927 which will be paid on a prorated basis by the City to the District for the emergency service enhancements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The terms of Amendment Number Two to the Agreement for Services are as follows:

- Schedule 1 of the Agreement for Services entitled Operation by District is amended to replace the fire fighter positions assigned to Engine 152 and Engine 154, and one of the fire fighter positions assigned to Quint 153 with paramedic positions, thereby instituting two paramedic assessment engines and a paramedic assessment quint within the City.
- At the conclusion of the initial one-year period, District shall provide City with study results relating to the implementation of the paramedic assessment engines and the paramedic assessment quint in the City, after which the City Manager and District Fire Chief may modify the staffing as specified in Schedule 1 as mutually agreed.
- The increased cost resulting in the implementation of the two-paramedic assessment engines and the paramedic assessment quint shall be borne by the City.

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February 6, 2003
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- District will perform day-to-day maintenance and minor repairs up to \$30,388 per station for Fiscal Year 2002-03.
- District shall assume all fire station maintenance costs, routine and non-routine, commencing in Fiscal Year 2003-04.

County Counsel has approved as to form Amendment Number Two. The City approved Amendment Number Two on January 21, 2003.

IMPACT ON CURRENT SERVICES:

The implementation of three paramedic assessment units in the City of Covina will result in increased paramedic resources within the City.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT:

The California Environmental Quality Act does not apply to these services as these services will have no adverse impact on the environment.

CONCLUSION:

Upon approval of Amendment Number Two to the Agreement for Services, please instruct the Executive Officer-Clerk of the Board to transmit two (2) signed originals and one (1) executed copy of Amendment Number Two and two (2) executed copies of this Board letter to the District. The District will provide the City with an originally executed Amendment Number Two.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:LB:fd

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

**AMENDMENT NUMBER TWO TO THE AGREEMENT FOR SERVICES BY AND
BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES
COUNTY AND THE CITY OF COVINA**

This Amendment Number Two to the Agreement For Services, Board of Supervisors' Contract No. 71083 dated November 6, 1997, as amended on August 6, 2002, (hereinafter "Agreement"), is made and entered into as of the _____ day of _____, 200_ by and between the CITY OF COVINA, a municipal corporation, hereinafter called "CITY" and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter called "DISTRICT".

RECITALS

Under the Agreement, CITY contracted with DISTRICT for the provision of fire protection, hazardous materials, emergency medical, and all related services (hereinafter "Fire Services") as authorized by Government Code Section 55632 and pursuant to the provisions of Government Code Section 56848.3 which has been repealed. Currently similar provisions are found in Government Code Section 56855; and

CITY and DISTRICT desire to amend the Agreement to modify: 1) the staffing levels at the CITY fire stations to increase the number of paramedics in the CITY; and 2) the fire station maintenance provisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, CITY and DISTRICT do hereby agree that the Agreement is hereby amended as follows:

1. Schedule 1 of the Agreement, entitled Operation by DISTRICT, shall be amended to replace three fire fighter positions assigned within the CITY on a daily basis with three paramedic positions, thereby instituting a paramedic

assessment engine at two of the three stations within the CITY, and a paramedic assessment quint at the third station within the CITY as specified in Schedule 1 – Amendment Number Two, attached hereto and made a part hereof. Such increased paramedic staffing within the CITY shall be for a twelve-month period and shall commence as mutually agreed to in writing by CITY MANAGER and DISTRICT FIRE CHIEF.

Within thirty (30) days of the conclusion of the one-year trial period, DISTRICT will provide CITY with study results relating to the implementation of the paramedic assessment engines and paramedic assessment quint within the CITY, after which CITY MANAGER and DISTRICT FIRE CHIEF may modify the staffing as specified in Schedule 1 – Second Amendment as mutually agreed.

2. SECTION V, SUBSECTION D, is amended and restated to read as follows:

DISTRICT shall perform all routine, day-to-day maintenance and minor repairs (collectively referred to as “routine repairs”) on all fire stations leased from CITY identified on Schedule 3 attached hereto (“CITY fire station” and collectively referred to as “CITY fire stations”). Routine repairs shall include but not be limited to the following: repair or replacement of apparatus room doors; floor replacement; ceiling replacement; incidental plumbing and electrical repairs; heating and air conditioning repairs; exhaust fan replacement; etc.; and minor remodeling such as shower refurbishment, installation of stainless steel countertops, and additional cabinets for offices and/or lockers as determined by DISTRICT in its sole discretion. DISTRICT shall be responsible for routine repairs not to exceed \$20,000 per CITY fire station per year during the first four DISTRICT fiscal years July 1 – June 30 (fiscal year) of this Agreement commencing with DISTRICT fiscal year 1998 – 99. For the fifth DISTRICT fiscal year, July 1, 2002 – June 30, 2003, the DISTRICT shall be responsible for routine repairs not to exceed \$30,388 per CITY fire station.

DISTRICT shall notify CITY in writing if the total cost for routine repairs for any of the CITY fire stations in any fiscal year is anticipated to exceed the DISTRICT’s annual maximum share for that fiscal year in accordance with this

subsection (D). If DISTRICT expends less than DISTRICT's annual maximum share on any CITY fire station in any fiscal year, any amount less than DISTRICT's annual maximum share for such CITY fire station shall not be expended on another CITY fire station, nor shall such amount be carried over from year to year. All routine repairs or portions thereof in excess of DISTRICT'S annual maximum share per CITY fire station, per fiscal year, shall be the responsibility of the CITY at CITY's sole cost and expense.

Beginning July 1, 2003, the DISTRICT shall assume all CITY fire station routine repairs, insofar as such routine repairs are not necessitated by negligent acts of the CITY as determined by the DISTRICT at its sole discretion.

Any non-routine repairs hereinafter shall be referred to as "major repairs" and shall be identified, in writing, by the DISTRICT and presented to CITY. In the event of a dispute regarding the existence of major repairs, the general arbitration procedures stated in Section III (N) hereof shall be utilized to determine whether a major repair exists. Major repairs shall be completed by the CITY within twelve (12) months of DISTRICT's notification to CITY, or other time period as mutually agreed upon by DISTRICT FIRE CHIEF and CITY MANAGER, unless said major repair is an emergency, hereinafter referred to as "emergency major repair." Emergency major repair shall be defined as one that if left unrepaired would compromise the health, welfare, or security of the fire station inhabitants or the public, as determined by DISTRICT in its sole discretion.

DISTRICT shall commence emergency major repairs immediately after notification by DISTRICT to CITY's designated emergency contact person. CITY shall provide DISTRICT with the name and telephone number of a designated emergency contact person for such emergency contacts which emergency contact may be after hours. DISTRICT will commence and complete the necessary emergency major repairs and invoice the CITY for the costs of repairs. CITY shall be invoiced for one-twelfth (1/12) of the cost of such emergency major repairs monthly for a period of twelve (12) months following completion of the emergency major repairs. All invoices for emergency major repairs undertaken by the DISTRICT shall be due and payable thirty (30) days from the date of invoice and shall be subject to the terms contained in Section III (K) and (N) herein.

DISTRICT FIRE CHIEF may authorize improvements, which are not routine repairs as determined by DISTRICT in its sole discretion, to any CITY fire station for DISTRICT benefit at no cost to the CITY. Such improvements to the CITY fire stations for DISTRICT benefit shall be funded by the DISTRICT.

3. Except as set forth above, all the terms and provisions of the Agreement shall remain the same and in full force and effect.

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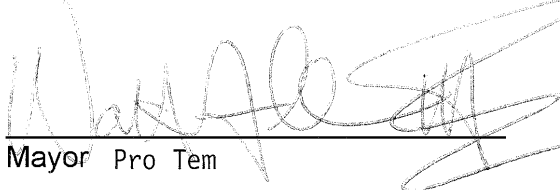
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IN WITNESS WHEREOF, CITY has caused this Amendment Number Two to Agreement to be executed by its Mayor and attested to by its Clerk, pursuant to an action passed by a majority vote of the City Council, as governing body of CITY, **and** DISTRICT has caused this Amendment Number Two to Agreement to be executed by its Chair and attested to by its Clerk, pursuant to action passed by a majority vote of the Board of Supervisors, as governing body of DISTRICT.

CITY OF COVINA

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**




Mayor Pro Tem

Chair, Board of Supervisors

ATTEST:

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer
Clerk of the Board of Supervisors

By 

City Clerk

By _____
Deputy

(SEAL)

(SEAL)

APPROVED AS TO FORM
CHARLES S. VOSE



City Attorney

APPROVED AS TO FORM
LLOYD W. PELLMAN,
County Counsel

By 

Deputy

CITY OF COVINA - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 1 - AMENDMENT NUMBER TWO

**OPERATION BY DISTRICT
ESTIMATED 2002-03 ANNUAL FEE**

				Estimated Fiscal Year 2002-03 Salary and Employee Benefits	
				Full Cost	
<u>Station</u>	<u>Equipment</u>	<u>Staffing ⁽¹⁾</u>	<u>of Resource</u>	<u>City's Cost</u>	
152	Paramedic Assessment Engine *	3	\$1,349,679	\$997,647	⁽²⁾
153	Paramedic Assessment Quint *	4	\$1,701,711	\$1,349,679	⁽³⁾
154	Paramedic Assessment Engine	3	\$1,301,322	\$1,301,322	⁽⁴⁾
	Paramedic Squad *	<u>2</u>	<u>\$849,135</u>	<u>\$566,090</u>	⁽⁵⁾
Total City Post Positions		12			
	Area Fire Prevention Inspector *	1	\$119,388	\$83,572	⁽⁶⁾
TOTAL SALARY & EMPLOYEE BENEFITS				\$4,298,310	
OVERHEAD @ 30.2047%				1,298,292	
CITY'S ESTIMATED ANNUAL FEE ⁽⁷⁾				<u><u>\$5,596,602</u></u>	

Note: A paramedic assessment unit is staffed with one paramedic position.

* Recognizing the regional use and value of the paramedic assessment engine, the paramedic assessment quint, the paramedic squad, and the Area Fire Prevention Inspector, District funds a portion of their cost.

⁽¹⁾ Constant staffing - number of persons always on duty

⁽²⁾ The cost of the fire fighter position is funded by CFPD; the paramedic bonus is funded by City.

⁽³⁾ The cost of one fire fighter position is funded by CFPD; the paramedic bonus is funded by City.

⁽⁴⁾ The paramedic bonus for the paramedic assigned to the engine is included in the paramedic squad cost.

⁽⁵⁾ One-third of the total cost of the paramedic squad is funded by CFPD; two-thirds is funded by City.

⁽⁶⁾ Thirty percent of the Area Fire Prevention Inspector is funded by CFPD; seventy percent is funded by City.

⁽⁷⁾ Any applicable LACERA Retirement & Health Insurance credits or any other adjustments will be reflected on the Annual Fee statements provided to City.